Examined

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File No. Agn. Laq 44

Legal **DEPARTMENT**

E— **BRANCH**

Subject:—

Draft Agreements

Sentiry of --- under the

Land Acquisition Act, 1894

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9 To [Draft] Sanad.

The Mahila Vidyalaya Mandal, Belgaum.

Whereas in consideration of an agreement having been executed on the 6th day of December 1943 by the Mahila vidyalaya Mandal, Belgaum, a Society registered under the Societies Registration Act, 1860(XXI of 1860) and having its registered office at Belgaum (hereinafter called "the Mandal" which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) and in consideration of the Mandal having undertaken to use the piece or parcel of land [comprised in C.T.S. No.3957/1-A-1 out of R.S.No.959 of Belgaum City] more particularly described in the schedule hereto annexed (hereinafter referred to as "the said land") for the purpose of the Mandal namely, for [the purpose of] a play-ground for the Mandal's Mahila Vidyalaya, Belgaum, the said land has been acquired under the provisions of the Land Acquisition Act, 1894(hereinafter called "the said Act").

And whereas in pursuance of the said agreement the Mandal has paid to the Government of Bombay (hereinafter referred to as "[the Government") ([all the] costs, [expenses and charges including all compensation, damage and interests of and incidental] ~~to~~ of the acquisition of the said land and possession thereof has been delivered and transferred to the Mandal;

And whereas the said land is vested in the Mandal subject to the provisions of....

of the Bombay Land Revenue Code, 1879 (hereinafter called "the said Code") and the rules framed thereunder from time to time.

Now, therefore, it is hereby declared that the said land is vested in the Mandal and is held by it as its property to be used [in furtherance of and for the purpose of the Mandal, viz.,] for the purpose of a play-ground for the Mandal's Mahila Vidyalaya, Belgaum, subject nevertheless to the payment by it of the agricultural, non-agricultural or other assessment to which the said land may be liable under the provisions of the said Code and Rules thereunder, and the Local Fund Cess, on the following terms and conditions viz.-

(a) The Mandal shall-

(i) not use the said land for any purposes other than that for which it is acquired;

(ii) undertake the work of [construction] rendering the land fit for the purpose of play ground, and of construction of building & building repairs for the play ground of the play-ground required for the Mandal's Mahila vidyalaya, Belgaum,] within two years from the date on which possession of the said land is handed over to the Mandal and complete the same within four years from the aforesaid date;

(iii) at all times, keep and maintain the said land and the play-ground construct-ed thereon in good order and condition to the satisfaction of the Collector of Belgaum

(iv) maintain all records of the Mandal properly and supply to the Government punctually such returns of educational, statistical and other information as may from time to time be required by the Government;

(v)....

(v) not use the said land or any building or buildings that may be erected upon it for any purpose which in the opinion of Government is objectionable.

(b) The Mandal shall, from time to time and at all times, permit Government or any Officer or Officers authorised by the ~~xxxx~~ Government in that behalf, to inspect the said land and any work of the Mandal upon the said land, whether in the course of construction or otherwise and shall furnish to the Government from time to time on demand correct statements of the [monies] expended by the Mandal in the construction of the said work of the Mandal upon the said land.

(6) In case the said land is [or any part thereof] not used for the purposes of the Mandal as hereinbefore recited or is used for any purpose ~~xxxxxx~~ other than those specified or in case the Mandal commits a breach of any of the conditions hereof, the said land, together with [the buildings] if any, erected thereon, shall be liable to resumption by Government subject, however, to the condition that the amount spent by the Mandal for the acquisition of the said land or its value as undeveloped land at the time of resumption, whichever is less (but excluding the cost of or value of any improvements made by the Mandal to the said land or of any structure standing on the said land) shall be paid as compensation to the Mandal;

provided that the said land and (the) buildings, if any, erected there shall not be [so] resumed unless due no of the breach complained of has be

~~Sever to~~ the Mandal and the Mandal has failed to make good the breach or to comply with any directions issued by Government in this behalf within the time specified in the said notice for compliance therewith.

(d) If at any time or times the whole or any part or parts of the said land is or are required by Government or by a local authority for the purposes of making any new public road or for any purpose connected with the public health, safety, utility or necessity (as to which matter the Mandal shall accept as final the decision of the Government) the Mandal on being thereunto required by the Government in writing shall transfer to the Government the whole or such part or parts of the said land as the Government shall specify to be necessary for any of the aforesaid purposes and in consideration of such transfer the Government shall pay to the Mandal a sum equal to the amount of the compensation awarded under the said Act and paid by the Mandal in respect of the land so transferred including the percentage awarded under section 23(2) of the said Act, together with such amount as shall be estimated by the Executive Engineer, Belgaum Division whose decision in the matter shall be final, as the cost of development of the land so transferred which shall include the value as at the date of transfer of any building standing thereon and when any such building is on the lands so

transferred....

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transferred and part is on an adjoining land reasonable compensation for the injurious affection of the part of the building on the adjoining land.

The schedule above referred to.

District, Taluka and village in which the land is situated.	C.T.S. No. and R.S.No.	Approximate area of the land acquired.
1	2	3
District-Belgaum. Taluka -Belgaum. Village-Belgaum City	C.T.S.No. 3957/1-A-1 Out of R.S. No.959.	548 square yards.

Boundaries. - East - C.T.S.No.3957/1-A-7.
West - S.No.958-A.
North- S.No.959-A/1-A/1.
South- S.No.959-A/1-A/1.

This Sanad is executed on behalf of the Governor of Bombay by the Collector of Belgaum, this day of 1944.

TLR

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Submitted after issue.
File in Agn Leg/44
MGP
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Solr BSV 21/2

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Legal Department.

The draft Sanad, as amended, is in order.

[illegible] 15/2
oc Solicitor to Government.

U.R. to R.D., No. 1349, dated the 14 February 1944

Submitted for signature.
H.G.P.
15/2

[illegible] 17/2